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EXAMINER	
COLIN, CARL G	

ART UNIT	PAPER NUMBER
2136	

DATE MAILED: 02/11/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/765,847	BRUSTOLONI ET AL.	
	Examiner	Art Unit	
	Carl Colin	2136	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *27 October 2004* .

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-56* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-56* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *19 January 2001* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____ .

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

14)☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .
4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: .

DETAILED ACTION

Response to Arguments

1. In response to communications filed on 10/28/2004, applicant amends claims 1, 13, and 53. Applicant also cancels claim 57. The following claims 1-56 are presented for examination.

2. The amendment to the specification, filed on 10/28/2004, with respect to the objection to the specification has been considered and the objection has been withdrawn.

2.1 Applicant's remarks, pages 11-15, filed on 10/28/2004, with respect to the rejection of claims 1 and 53 have been fully considered, but they are not persuasive. Applicant argues that the cited references do not teach a first and second point of service as amended and that the combined references fail to teach or suggest the Applicant's invention as a whole. In view of the amendment, Applicant has still not overcome the combined references because Van Horne discloses a secure network connection comprises a first point of service (server system) and a second point of service (the ECN) associated with a service provider (column 7, lines 38-40); for example (see column 8, lines 4-39 and lines 50-65 and column 9, lines 12-32). In addition, Garrett discloses secure tunnel connection between the client devices and the service provider and also discloses two points of access: a bridge LAN connected to service providers (see page 3, paragraphs 0022-0026). Therefore, claims 1-56 remain rejected under 35 USC 103 in view of Van Horne, Garrett, and Mansey.

Claim Objections

3. **Claim 1** is objected to because of the following informalities: "establishing a secure tunnel between the service provider" should be --a-- service provider. Appropriate correction is required to avoid rendering the claim indefinite.

Claim Rejections - 35 USC § 112

4. The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

Claim 2 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

4.1 Claim 2 recites the limitation "establishing a contract at the point of service". There is insufficient antecedent basis for this limitation in the claim. It is not clear whether Applicant is referring to the first or second point of service.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have

been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

5.1 **Claims 1-56** are rejected under 35 U.S.C. 103(a) as being unpatentable over US Patent 6,128,601 to **Van Horne et al.** in view of US Patent Publication US 2002/0019875 to **Garrett et al.** and in view of US Patent 6,023,499 to **Mansey et al.**.

5.2 **As per claims 1, 2, 50, 53, Van Horne et al.** substantially teaches a method and apparatus for providing client access to the Internet or other network, comprising: offering, at a point of service, a Local Area Network (LAN) connected to the Internet or other network, for example (see figure 5 and column 8, lines 4-39 and lines 50-65); connecting at least one client computer to said LAN, for example (see column 9, lines 12-32; column 7, lines 40-67; and figure 5); configuring networking parameters of each of said at least one client computer, for example (see column 4, lines 38-65 and column 10, lines 37-67); establishing a secure connection between the service provider and each of said at least one client computer, such that the service provider provides Internet or other network service through the secure connection to only each one of said at least one client computer, for example (see column 9, lines 12-32 and column 10, lines 27-67); and providing the Internet or other network service at the first point of service to each one of the at least one client computer in accordance with the network usage terms and prices via a second point of service associated with the service provider, for example (see column 9, lines 12-32; column 7, lines 40-67 and column 4, lines 10-65). (See also columns 17

et seq. for more details on network usage terms and prices). **Van Horne et al.** discloses establishing a secure connection between the client and the service provider at the first point of access, but does not explicitly state using "a secure tunnel", which is well known in the art, or exchanging authentication certificate as recited in claim 53 which is notoriously well known. **Garrett et al.** in an analogous art teaches establishing a secure tunnel between the service provider and each of said at least one client computer, such that the service provider provides Internet or other network service through the secure tunnel to only each one of said at least one client computer. In one embodiment, a VLAN is used in order to maintain control and isolate traffic to individual services/service providers, for example (see page 2, paragraph 0019 and page 3, paragraphs 0021-0026). **Garrett et al.** also discloses to implement the invention using a number of different communication protocols, such Internet protocols are very well known in the art as disclosed, for example (see page 1, column 0010). For instance RFC 1426 and 1826 discuss Certificate Key-Based Management, exchanging authentication certificates, IP authentication header, packet encryption, and Certificate Authority, etc. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of **Van Horne et al.** to establish a secure tunnel with said service provider by exchanging authentication certificate with the first access point of said service provider, in order to provide Internet or other network service through the secure tunnel to only each one of said at least one client computer by encapsulating traffic; maintain control and provide initialization and authentication procedures between the service provider and the client as taught by **Garrett et al.**. This modification would have been obvious because one skilled in the art would have been motivated by the suggestions provided by **Garrett et al.** so as to provide Internet or other

network service through the secure tunnel to only each one of said at least one client computer by encapsulating traffic; maintain control and provide initialization and authentication procedures between the service provider and the client, for example (see page 1, column 0010 and page 3, paragraph 0019).

Van Horne et al. discloses selecting billing options at the point of service, and also discloses billing preferences, and network usage terms and prices with each one of said at least one client computer, for example (see column 4, lines 24-38; see also column18 lines 41 et seq.). It is obvious to one skilled in the art that the billing options and preferences disclosed by **Van Horne et al.** may also imply the selection of term and prices which does not depart from the spirit and scope of the invention as at the end of the session a display of usage and prices is shown for example in figure 16. **Mansey et al.** in an analogous art teaches a method of monitoring charges associated to any types of communication networks, for example (see column 3, line 55 through column 4 line 5); negotiating, at the point of service, the network usage terms and prices with each one of said at least one client computer, for example (see column 1, line 60 through column 2, line 40) and accessing said Internet via said service provider according to said negotiated usage terms, for example (see column 5, lines 45-65). **Mansey et al.** further discloses that the invention is advantageous as it provides continuous tracking and displaying of the running costs during usage of the service and allows the user to define a maximum cost limit for a particular use of the service and accessing said Internet via said service provider according to said negotiated usage terms, for example (see column 2, lines 21-32). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of **Van Horne et al.** to negotiate, at the point of service, the

network usage terms and prices with each one of said at least one client computer as taught by **Mansey et al.**. This modification would have been obvious because one skilled in the art would have been motivated by the suggestions provided by **Mansey et al.** so as to provide continuous tracking and displaying of the running costs during usage of the service and allows the user to define a maximum cost limit for a particular use of the service, for example (see column 2, lines 21-32).

As per claims 3, 4, 6, 22, 30, and 56, Mansey et al. discloses the limitation of placing a contract for a particular usage that meets the recitation of wherein the contract does not depend on a previous or subsequent relationship between client and service provider. **Mansey et al. also** discloses a user of a client computer may monitor and control of client usage, for example (see column 2, lines 1-5 and lines 27-31). Therefore, these claims are rejected on the same rationale as the rejection of claims 1 and 53 above.

As per claim 5 and 55, Van Horne et al. discloses the limitation of wherein the client's usage is measured by bytes or packets transmitted or received, or by the contract's active or elapsed time, for example (see column 19, line 59 through column 20, line 40; and column 21, lines 1-15).

As per claims 7, Van Horne et al. discloses the limitation of wherein the client may choose a hard usage limit, such that the service provider terminates the contract when the hard limit is reached, for example (see column 17, lines 12-36).

As per claim 8, Van Horne et al. discloses the limitation of where, after receiving a deposit, the service provider sends to the client computer a receipt that the client computer may use to recover from a client computer or service provider failure, obtaining access again on the same contract, for example (see column 17, line 4 through column 18, line 12).

As per claim 9, Van Horne et al. discloses the limitation of wherein the receipt contains all the information required for recovery, for example (see column 17, line 4 through column 18, line 12).

As per claim 10, Van Horne et al. discloses the limitation of wherein the contract is established and the client may monitor and control its usage via a Transport Layer Security protocol or via a Secure Socket Layer connection as discussed above, for example (see columns 16-17) and **Mansey et al.** discloses establishing a contract. Therefore, claim 10 is rejected on the same rationale as the rejection of claims 1 and 53 above.

As per claims 11 and 12, Van Horne et al. discloses the limitation of wherein the service provider owns or rents the premises at the point of access, wherein access is provided in one of an airport, hotel, conference center, or a multi-tenant building for example (see column 4, lines 54-65).

As per claim 13, Van Horne et al. discloses the limitation of wherein a service provider that provides the client access obtains access services from another service provider, e.g., an Internet Service Provider (ISP), for example (see column 6, lines 35-65 and column 1, lines 20-52).

As per claim 14, Van Horne et al. discloses the limitation of wherein a service provider that provides client access is connected to the Internet by one or more Digital Subscriber Lines (DSL), T1 or other dedicated telephone lines, Integrated Services Digital Network (ISDN) lines, or cable modems, for example (see column 7, lines 50-65).

As per claims 15 and 17, Garrett et al. discloses the limitation of wherein a service provider that provides the client access uses Network Address Translation, for example (see page 1, paragraph 0002 and 0010), and wherein the network configuration of client computers is performed by the Dynamic Host Configuration Protocol, for example (see page 2, paragraph 0019). Therefore, claims 15 and 17 are rejected on the same rationale as the rejection of claims 1 and 53 above.

As per claim 16, Van Horne et al. discloses the limitation of wherein the network configuration of client computers is automatic, for example (see column 11, lines 32-35).

Claims 18-20 recite authentication of packets between the service provider and the client and encrypting packets, which was discussed in claims 1 and 23 above. Therefore, claims 18-20 are rejected on the same rationale as the rejection of claims 1 and 53 above.

As per claim 21, Garrett et al. discloses the limitation of wherein the client computer may choose whether packets sent from or via a service provider to the client computer should be authenticated, or whether packets sent between the client computer and a service provider should be encrypted, for example (see page 3, paragraph 0024) and is also well known in the art as discussed in RFC 1826. Therefore, claim 21 is rejected on the same rationale as the rejection of claims 1 and 23 above.

As per claims 23 and 24, Mansey et al. discloses the limitation of wherein the client may choose a soft usage limit, such that the service provider suspends service to the client when the soft limit is reached and sends a notification to the client, and the client may resume service and set a new soft limit by sending a message to the service provider, further comprising the client paying for said Internet or other network service, wherein the payment is offline, for example (see column 6, lines 5-37). Therefore, claims 23 and 24 are rejected on the same rationale as the rejection of claims 1 and 53 above.

As per claims 25-29, Van Horne et al. discloses the limitation of wherein payment is by one or more of the following options: cash, credit card, and debiting from another account and further comprising the client paying for said Internet or other network service, wherein the

payment is online, for example (see column 13, line 49 through column 14, line 36). It is obvious that the online payment can be performed by one of the companies eCASH®. SECURE ELECTRONIC TRANSACTIONS (SET)®, IBM MICROPAYMENTS®, or MILLICENT®.

As per claims 31-32, Van Horne et al. discloses the limitation of wherein the user of the client computer, before gaining service pays to the service provider a deposit, and, when the user requests contract termination, the service provider returns to the user the difference between the deposit and actual usage for example (see column 19, line 59 through column 20, line 40; and column 21, lines 1-15). It is apparent to one skilled in the art that the service provider returns to the user the balance, which is the difference between the deposit and actual usage.

As per claims 33-35, Van Horne et al. discloses the limitation of wherein the client computers are not portable and wherein the client computers are portable, wherein the client computers are wearable, for example (see column 6, lines 35-65).

As per claims 36-38, Van Horne et al. discloses the limitation of using LAN as Ethernet, wireless network or any other communication network known in the art (column 7, line 40 through column 8, line 65).

Claims 39-48 and 54 recite standard Internet Protocols well known in the art discussed above in claim 1. Claims **39-40** are disclosed in claim 1, for example (see **Garrett et al.** page 1, paragraph 0010). Claims **41-44** recite limitation of using authentication certificate signed by a

certification authority and the limitation of wherein the client computer uses a self-signed certificate and the certificate includes information of the service providers. **Garrett et al.** also suggests to implement the invention using a number of different communication protocols, such Internet protocols are very well known in the art as disclosed, for example (see page 1, column 0010). For instance RFC 1426 and 1826 discuss Certificate Key-Based Management, exchanging authentication certificates, IP authentication header, packet encryption, and Certificate Authority, etc. (see RFC documentation provided); For instance, (X.509 architecture) disclose authentication certificate by a certification authority including the content of a certificate. As per **claims 45-48**, RFC 1825 also discloses authentication header, ESP, etc. . Therefore, claims 39-48 and 54 are rejected on the same rationale as the rejection of claims 1 and 53 above.

As per claims 49, 51, and 52, Garrett et al. discloses the limitation of wherein the user of the client computer does not reveal its identity to the service provider, for example (see page 4, paragraph 0031) and also discloses wherein service provider functionality is implemented by an integrated router/server or implemented by separate router and server, for example (see page 2, paragraph 0013). Therefore, claims 49, 51, and 52 are rejected on the same rationale as the rejection of claims 1 and 53 above.

Conclusion

6. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

6.1 The prior art made of record and not relied upon is considered pertinent to applicant's disclosure as the art discloses the use of network address translations in network services and establishing secure tunnel with service provider. Many of the claimed features , i.e. secure tunnel with Ipsec, Internet protocol authentication, encryption etc. are disclosed in these references.

US Patent Publication	US 2002/0026503	Bendinelli et al.
US Patents	6,055,236	Nessett et al.
	5,805,803	Birrell et al.

6.2 Any inquiry concerning this communication or earlier communications from the examiner should be directed to Carl Colin whose telephone number is 571-272-3862. The examiner can normally be reached on Monday through Thursday, 8:00-6:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ayaz Sheikh can be reached on 571-272-3795. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-305-3900.

cc

Carl Colin

Patent Examiner

February 1, 2005

GREGORY MORSE
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2100